

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY		CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED <i>(SEE ITEM 11)</i>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED <i>(SEE ITEM 11)</i>	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		_____ <i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

CHANGES TO THE SPECIAL CONTRACT REQUIREMENTS.

1) Add the following to Section 00800, Special contract requirements, in accordance with The Burlington Northern and Santa Fe Railway Company Lease of Land for Construction/Rehabilitation of Track found in Amendment No. 0002 issued 17 April 2001:

“Additional Insurance:

In addition to the insurance requirements found within 00700 and 00800 of this solicitation, the contractor shall in accordance with The Burlington Northern and Santa Fe Railway Company Lease of Land for Construction/Rehabilitation of Track, procure and maintain throughout the term of this contract, at its own expense, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury and Property Damage, as well as contractual liability in the amount of One Million No/100 Dollars (\$1,000,000) per occurrence and Two Million and No/100 Dollars (\$2,000,000) in the aggregate. Such insurance shall contain no exclusion with respect to property of the Burlington Northern and Santa Fe Railway Company in the care, custody or control of the U.S. Army Corps of Engineers. Contractor shall also, at its own expense, procure and maintain throughout the term of this contract an automobile liability policy with limits of One Million and No/100 Dollars (\$1,000,000) covering “any auto”. Burlington Northern and Santa Fe Railway Company shall be names as additional insured.

Contractor shall procure and maintain throughout the term of this contract, at its own expense, at all times during initial construction and subsequent rehabilitation/maintenance track work, Railroad Protective Liability Insurance, providing for a limit of not less than \$2,000,000 per occurrence, combined single limit for bodily injury, death and property damage, with an aggregate of \$6,000,000, arising or growing out of operation of the contractor or subcontractor. The insurance policy or policies shall (a) be issued by a company or companies and in a form satisfactory to Burlington Northern and Santa Fe Railway Company, (b) provide that Burlington Northern and Santa Fe Railway Company shall be protected under liability insurance coverage, and (c) provide that Burlington Northern and Santa Fe Railway Company and the Contracting Officer, U.S. Army Corps of Engineers, Fort Worth District, be given not less than thirty (30) days’ advance written notice of any cancellation of said policy or policies. The contractor and any subcontractors shall not use or do any work upon any portion of the Burlington Northern and Santa Fe Railway Company’s property at any time such insurance is not in force.”

CHANGES TO THE DRAWINGS.

1) Replacement Drawings.- Replace the drawings listed below with the attached new drawings of the same number, bearing the notation "AM #0004":

C03_4.cal	Seq 3	C3	GENERAL NOTES AND LEGENDS
C28_4.cal	Seq 28	C28	JOINT PATTERN PLAN 1
C29_4.cal	Seq 29	C29	JOINT PATTERN PLAN 2
C51_4.cal	Seq 51	C51	PAVING DETAILS 1

END OF AMENDMENT